

PROPERTY

Provision

**Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and CHINA**

Signed at Beijing November 1, 2000



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“. . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

CHINA

Property: Provision

*Memorandum of understanding signed at
Beijing November 1, 2000;
Entered into force November 1, 2000.*

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC OF CHINA
CONCERNING THE PROVISION OF PROPERTIES IN WASHINGTON,
D.C., BEIJING, AND GUANGZHOU**

WHEREAS the Government of the United States of America (hereinafter referred to as "the U.S. Side") and the Government of the People's Republic of China (hereinafter referred to as "the Chinese Side") (hereinafter referred to as "the Parties") entered into a bilateral Agreement Concerning the Mutual Provision of Properties for Use of the Two Countries on March 23, 1991, which entered into force on April 22, 1991; and

WHEREAS the Parties signed a Memorandum of Understanding at Washington, on September 28, 1995; and

WHEREAS the Parties now plan to build new chanceries in the receiving states,

The Parties hereby agree as follows:

**ARTICLE ONE
FACILITIES OF THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC OF CHINA IN WASHINGTON, D.C.**

1. The U.S. Side shall make available to the Chinese Side Lots 11, 12, and 13, which have been consolidated into one property, referred to as Lot 12, in the Chancery Section of the International Center in Washington, D.C., totaling approximately 10,796 square meters of buildable land (hereinafter referred to as "ICC Property"), on which to construct a chancery complex.
2. The Parties shall sign an ICC lease (hereinafter referred to as the "ICC Property Agreement") for the ICC Property within ninety days of signing this MOU, subject to geotechnical, hydrological and environmental investigations and necessary governmental authorization. The aforementioned work shall begin fifteen days after this MOU is signed. The ICC Property Agreement shall contain, inter alia, the following provisions:
 - a. Within twelve months of the signing of the Conditions of Construction Agreement, and prior to the delivery of the Property, the U.S. Side shall, at its own cost, bear the responsibility of removing all buildings, subterranean structures, public utilities, and hazardous materials from the ICC Property and shall be responsible for the investment in and building of roads adjacent to the ICC Property and public utilities and communications lines up to the boundary of the Property.
 - b. For the purpose of enabling the Chinese Side to build a chancery complex totaling 20,512 square meters on the ICC Property, the planning regulations for the ICC Property shall be as follows: the floor area ratio of

the ICC Property shall not exceed 1.9; the permissible building height shall be 60 feet on a portion of the Property and shall not exceed 48 feet on the remainder of the Property, as established by the National Capital Planning Commission; the green space shall be no less than 35%; the lot coverage percentage shall not exceed 45%; and the perimeter wall or fence, as measured from the exterior side, shall not exceed 3 meters in height. The design of the Chinese Side shall require review and approval by local authorities.

3. The total payment for the ICC Property shall be US\$1,986,464. The Chinese Side shall make the payments pursuant to Paragraph Three of Article IV of this MOU.
4. The U.S. Side agrees to facilitate and assist the Chinese Side in its efforts to: (1) purchase its Ambassador's Residence and residential complex(es); (2) renovate, demolish, and rebuild existing complex(es); and (3) purchase land for such projects. Such agreement is subject to the standard prior Department of State review and authorization, in accordance with the Foreign Missions Act, of the specific properties, and in compliance with the Foreign Missions Act and all applicable laws and regulations.

**ARTICLE TWO
FACILITIES OF THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
IN BEIJING**

1. The Chinese Side shall make available to the U.S. Side a dry and buildable lot no less than 40,000 contiguous square meters in area, located in the Liang Ma He Diplomatic Zone (hereinafter referred to as "the Beijing Property"). The Beijing Property borders West Mai Zi Dian Road to the east, and South An Jia Lou Road to the south. Buildings for diplomatic use (i.e., embassy office buildings, Ambassador's Residence, staff residences, and auxiliary facilities) can be constructed on it.
2. The Parties shall sign a long term lease, as defined in Article III of the 1991 Agreement, for the Beijing Property (hereinafter referred to as the "Beijing Property Agreement") within ninety days of signing this MOU, subject to geotechnical, hydrological and environmental investigations and necessary governmental authorization. The U.S. Side shall coordinate with appropriate local authorities to obtain access to the Beijing Property for these investigations no sooner than fifteen days after this MOU is signed. The Beijing Property Agreement shall contain, inter alia, the terms set forth in Articles III, VII, and VIII of the 1991 Property Agreement, except for the length of the lease. The length of the lease is addressed in Paragraph Five of Article IV of this MOU. The Beijing Property Agreement shall also contain the following provisions:
 - a. Prior to the delivery of the Property, the Chinese Side shall, at its own cost, bear the responsibility of removing all buildings, subterranean structures, public utilities, and hazardous materials from the Beijing Property. Further, the Chinese Side shall be responsible for the investment in and building of roads adjacent to the Beijing Property and public utilities and communications lines up to the boundary of the Property. The Chinese Side guarantees that such work shall be completed

within twelve months of the signing of a Conditions of Construction Agreement and before the U.S. Side takes possession of the Property.

- b. The planning regulations for the Beijing Property shall be as follows: the floor area ratio shall not exceed 2.5; the permissible building height shall be 45 meters; the green space shall be no less than 35%; the lot coverage percentage shall not exceed 35%; and the perimeter wall or fence, as measured from the exterior side, shall not exceed 3 meters in height. The shadows of any buildings on the Beijing Property shall not project onto neighboring properties, in accordance with local regulations. The U.S. design shall require review and approval by local authorities.
3. The U.S. Side agrees to return to the Chinese Side free of charge the 12,000 square meter property in Liang Ma He that it currently owns and to relinquish its option rights to the Bulgarian Embassy Compound at the time a Conditions of Construction Agreement is signed and the first payments are made for their respective properties. The Chinese Side agrees that, on the aforementioned premise, the U.S. Side shall not need to pay any additional costs for 12,000 square meters of the 40,000 square meter Beijing Property.

In consideration that the U.S. Side has increased the size of the Chinese Side's Property in Washington and shall relinquish its option rights to the Bulgarian Embassy Compound, the Chinese Side agrees that the U.S. Side shall pay US\$16,000,000 for 28,000 square meters of the 40,000 square meter Beijing Property. The U.S. Side shall make payments pursuant to Paragraph Three of Article IV of this MOU.

4. The Chinese Side shall, at a mutually agreed time, make available to the U.S. Side one temporary site to assist the construction on the Beijing Property. The Parties shall negotiate usage clauses concerning the use of said temporary site.

ARTICLE THREE

THE U.S. SIDE'S TIAN HE DISTRICT PROPERTY IN GUANGZHOU

1. The Chinese Side shall make available to the U.S. Side a 30,000 contiguous square meter property located in the Tian He District of Guangzhou (hereinafter referred to as the "Tian He Property") on which to construct a U.S. Consulate General complex (i.e., the office building, Consul General's Residence, staff residences, and auxiliary facilities) in Guangzhou.
2. The Parties shall sign a long term lease, as defined in Article III of the 1991 Property Agreement, for the Tian He Property (hereinafter referred to as the "Tian He Property Agreement") within ninety days of signing this MOU, subject to geotechnical, hydrological and environmental investigations and necessary governmental authorization. The Tian He Property Agreement shall contain, inter alia, the terms set forth in Articles III, VII, and VIII of the 1991 Property Agreement, except for the length of the lease. The length of the lease is addressed in Paragraph Five of Article IV of this MOU. The Tian He Property Agreement shall also contain the following provisions:
 - a. Prior to the delivery of the Property, the Chinese Side shall, at its own cost, bear the responsibility of removing all buildings, subterranean structures, public utilities, and hazardous materials from the Tian He Property. Further, the Chinese Side shall be responsible for the investment in and building of roads adjacent to the Tian He Property and

public utilities and communications lines up to the boundary of the Property.

- b. The planning regulations for the Tian He Property shall be as follows: the floor area ratio shall not exceed 2.0; the permissible building height shall be 30 meters; the green space shall be no less than 35%; the lot coverage percentage shall not exceed 30%; and the perimeter wall or fence, as measured from the exterior side, shall not exceed 3 meters in height. The U.S. design shall require review and approval by local authorities.
3. The U.S. Side agrees to pay the Chinese Side US\$13,500,000 for the right to use said Property, and the payments shall be made pursuant to Paragraph Three of Article IV of this MOU.

ARTICLE FOUR CONDITIONS FOR BOTH PARTIES

1. The Parties agree to simultaneously sign the Beijing Property Agreement, the ICC Property Agreement, and the Tian He Property Agreement within ninety days of signing this MOU, subject to necessary governmental authorization.
2. The Parties agree, on the basis of reciprocity, that each Party has the right to select designers and contractors from its own country to undertake the design and construction of its respective embassy and consulates general. Each Party shall grant to the other Party tax exemption or tax reimbursement treatment for the construction of new chanceries and the renovation of office buildings, residences of the chief of mission (Ambassador and Consul General), and staff residences. This shall include tax relief for purchases for such projects made on behalf of the Party by its contractors and subcontractors acting as its purchasing agents. The Parties shall exchange diplomatic notes to establish specific provisions concerning tax relief before the aforementioned three property agreements are signed.

For this purpose, the Parties agree to begin negotiations on a Conditions of Construction Agreement within thirty days of signing the property agreements. The Parties agree to jointly commit to reaching and signing the Conditions of Construction Agreement within three months after signing the property agreements.

The Parties agree that, prior to signing a Conditions of Construction Agreement, neither Party shall need to make payments to the other Party for the Properties or to transfer the right to use. However, both Parties may conduct property surveys, geotechnical investigations, and other pre-engineering work on the Properties to be obtained. This work shall not impose inconveniences to the normal life of the residents currently on the property in question.

The Parties understand and agree that they shall sign a Conditions of Construction Agreement before starting construction and making payments for the ICC Property and Beijing Property pursuant to this MOU. It is the objective of both Parties to sign the Conditions of Construction Agreement within ninety days after the ICC Property Agreement, Beijing Property Agreement, and Tian He Property Agreement are signed.

3. The Parties agree that upon signing the Conditions of Construction Agreement referred to in Paragraph Two of this Article, payments shall be made to the other Party under the following formula:
 - a. In full satisfaction of the U.S. Side's payment obligations under the Beijing Property Agreement, the U.S. Side shall make a payment of US\$16,000,000 in installments as follows: US\$6,400,000 to the Chinese Side on the day the Conditions of Construction Agreement is signed; thereafter, payments totaling US\$7,200,000 shall be made to the Chinese Side in five increments of US\$1,440,000 every 60 days. The remaining US\$2,400,000 shall be paid in full at the time that the Property is turned over. The U.S. Side shall obtain the right to use the Beijing Property on the day the Property is turned over.

In the event that the actual size of the Beijing Property is measured to be in excess of 40,000 square meters, the U.S. Side shall pay for the excess at a rate of US\$800/sq. m., which amount shall be paid in conjunction with the final payment.
 - b. In full satisfaction of the Chinese Side's payment obligations under the ICC Property Agreement, the Chinese Side shall make a payment of US\$1,986,464 in installments as follows: US\$794,585.60 to the U.S. Side on the day the Conditions of Construction Agreement is signed; thereafter, payments totaling US\$893,908.80 shall be made to the U.S. Side in five increments of US\$178,781.76 every 60 days. The remaining US\$297,969.60 shall be paid in full at the time that the Property is turned over. The Chinese Side shall obtain the right to use the ICC Property on the day the Property is turned over.
 - c. In full satisfaction of the U.S. Side's payment obligations under the Tian He Property Agreement, the U.S. Side shall make a one-time payment of US\$13,500,000 to the Chinese Side on the day that the Tian He Property Agreement is signed and shall obtain the right to use the Tian He Property.
4. Each Party agrees that the Beijing Property and the ICC Property shall be turned over to the other Party simultaneously within 12 months of the initial Property payments.
5. The Parties agree that the term for use of the Beijing Property, the ICC Property, and the Tian He Property shall be 70 years. In the event a Party using such a Property needs to have the term extended, the other Party should be notified at least one year prior to the expiration of the term. The term for use shall be extended by 70 years. In the event a Party using such a Property needs to have the term extended at the expiration of the second 70-year term, the other Party should be notified at least one year prior to the expiration of the term, and another extension shall be granted. However, the total length of the term for use will not exceed the maximum length of 180 years set forth in the 1991 Agreement Between the Government of the United States of America and the Government of the People's Republic of China Concerning the Mutual Provision of Properties for Use of the Two Countries.
6. Each Party agrees to study the planning regulations provided by the other Party for the proposed ICC Property, Beijing Property, and Tian He Property within ninety (90) days of the signing of this MOU, and agrees to sign the aforementioned property agreements subject to necessary governmental authorization. The Parties agree that, after signing the MOU and the Property

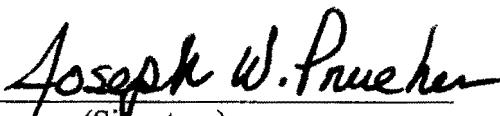
Agreements, the Chinese Side shall facilitate meetings between the U.S. Side's design team and the Chinese Side's relevant planning authorities to address possible building configurations, setbacks, and related design elements of the U.S. Side's proposed chancery complex. The Parties further agree that, after signing the MOU and the Property Agreements, the U.S. Side shall facilitate meetings between the Chinese Side's design team and the U.S. Side's relevant planning authorities to address possible building configurations, setbacks, and related design elements of the Chinese Side's proposed chancery complex.

7. Both Parties shall implement in good faith the provisions of this MOU. Should any unforeseen matters arise, the Parties shall settle them in a cooperative manner. In case of a dispute over the implementation or interpretation of this MOU, the Parties shall consult one another to find a mutually satisfactory resolution.
8. In the event that any clauses in this MOU conflict with the 1991 Agreement Concerning the Mutual Provision of Properties for Use of the Two Countries, this MOU prevails. Otherwise, the other contents of the 1991 Agreement remain in effect. This MOU shall not affect either Party's rights in its already-acquired properties in the host country.

This MOU enters into force on the day it is signed.

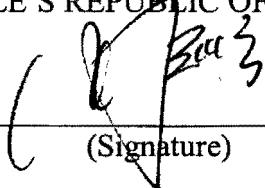
This MOU is signed this 1st day of November, 2000, at Beijing, in duplicate, in both Chinese and English. Both versions are equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



(Signature)

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA



(Signature)

美利坚合众国政府和 中华人民共和国政府关于在 华盛顿特区、北京及广州 提供地皮的谅解备忘录

鉴于美利坚合众国政府(以下简称“美方”)和中华人民共和国政府(以下简称“中方”)(以下简称“双方”)于一九九一年三月二十三日达成有关相互提供房地产供两国使用的双边协定,此协定已于一九九一年四月二十二日生效;

鉴于双方于一九九五年九月二十八日在华盛顿签署谅解备忘录;

鉴于双方现在计划在驻在国建造新馆舍;

双方特此同意如下:

第一条 中华人民共和国政府在 华盛顿特区的设施

一、美方须向中方提供位于华盛顿特区的国际中心使馆区、总面积约为10,796平方米的可供建筑的第11、12和

13号地皮，此三块地皮已合并为一块，称为12号地皮（以下简称“ICC地皮”），用来建造使馆馆舍。

二、双方须于签署本谅解备忘录后九十天内，在进行土工、水文和环境勘测并获得必要的政府授权的情况下，为ICC地皮签署ICC租约（以下简称“ICC地皮协议”）。上述工作须于签署本谅解备忘录之日起十五天后开始进行。ICC地皮协议除其它内容外须包括下列条款：

（一）在签署《建筑施工条件协议》后的十二个月内，在移交地皮之前，美方须负责清除ICC地皮上一切建筑物、地下构筑物、市政设施及危险物品并承担所有费用，还须负责投资铺设邻近ICC地皮的道路并把市政设施及通讯线路接到地皮边缘。

（二）为使中方能在ICC地皮上建筑20,512平方米的使馆馆舍，ICC地皮的规划要求如下：ICC地皮的容积率不得超过1.9；按照国家首都规划委员会的规定，地皮上部分地段的允许建筑高度为60英尺，其余地段的允许建筑高度不得超过48英尺；绿化面积不得少于35%；建筑覆盖率不得超过45%；围墙或栅栏高度从外侧计算不得超过3米。中方的设计方案须获得地方当局的审核批准。

三、ICC地皮的总价款为1,986,464美元，中方须按照本谅解备忘录第四条第三款规定的方式付款。

四、美方同意中方：(1)购买大使官邸、馆员住宅，(2)改造拆建现有的馆舍，以及(3)为这些项目购买地皮，并为中方提供便利和协助。美方同意提供便利和协助的条件是美国国务院根据《外国使团法》对具体的房地产事先进行例行审查和批准，并符合《外国使团法》和所有适用的法律和规章。

第二条 美利坚合众国政府在北京的设施

一、中方须向美方提供位于北京亮马河使馆区的一块面积不小于40,000平方米连为一体的干燥可建筑的地皮(以下简称“北京地皮”)。北京地皮东邻麦子店西路，南邻安家楼南路。在其上可以建造用于外交用途的建筑物(即使馆办公楼、大使官邸、馆员住宅及附属设施)。

二、双方须在签署本谅解备忘录后九十天内，在进行土工、水文和环境勘测并获得必要的政府授权的情况下，签署北京地皮的长期租约(以下简称“北京地皮协议”)，其定义详见一九九一年协议第三条。美方须与地方当局协调安排进入北京地皮开始勘测工作的事宜，其时间不得早于签署本谅解备忘录之日后的十五日。北京地皮协议除其它内容外须包含一九九一年地皮协议中第三条、第七条和

第八条所述内容，但有关租约期限的规定除外。租约期限详见本谅解备忘录第四条第五款。北京地皮协议还须包括下列条款：

（一）在移交地皮之前，中方须负责清除北京地皮上的一切建筑物、地下构筑物、市政设施及危险物品并承担所有费用。此外，中方还须负责投资铺设邻近北京地皮的道路并把市政设施及通讯线路接到地皮边缘。中方确保所有这些工作须在签署《建筑施工条件协议》后的十二个月内、美方接收地皮以前完成。

（二）北京地皮的规划要求如下：建筑容积率不得超过2.5；允许建筑高度为45米；绿化面积不得少于35%；建筑覆盖率不得超过35%；围墙或栅栏的高度从外侧计算不得超过3米；根据当地的规定，北京地皮上任何建筑物的阴影不得投射到邻近地皮上。美方的设计方案须获得地方当局的审核批准。

三、美方同意，在双方签署《建筑施工条件协议》并为各自的地皮支付首笔款项时向中方无偿退还目前拥有的亮马河的12,000平方米地皮，并且放弃对保加利亚驻华使馆馆舍地皮的保留权利。中方同意在上述前提下，美方无需为40,000平方米北京地皮中的12,000平方米支付任何额外费用。

中方考虑，美方在华盛顿为中方增加了地皮，并放弃对保加利亚驻华使馆馆舍地皮的保留权利，中方同意美方为40,000平方米北京地皮中的28,000平方米支付16,000,000美元。美方须按本谅解备忘录第四条第三款的规定付款。

四、中方须在双方一致同意的时间向美方提供一块临时场地以协助北京地皮上的建设。双方须为此临时场地的使用商定使用条款。

第三条 美方在广州天河区的地皮

一、中方须向美方提供位于广州天河区连为一体的30,000平方米地皮(以下简称“天河地皮”)用于建设美国驻广州总领馆馆舍(即总领馆办公楼、总领事官邸、馆员住宅及附属设施)。

二、双方须在签署本谅解备忘录后的九十天内，在进行了土工、水文和环境勘测并获得必要的政府授权的情况下，就天河地皮签署长期租约(以下简称“天河地皮协议”)，其定义见一九九一年地皮协议第三条。天河地皮协议除其它内容外须包含一九九一年地皮协议第三条、第七条及第八条的内容，但租约期限除外。租约期限详见本谅

解备忘录第四条第五款。天河地皮协议还须包括下列条款：

(一)在移交地皮之前，中方须负责清除天河地皮上的一切建筑物、地下构筑物、市政设施及危险物品并承担所有费用。此外，中方还应负责投资铺设邻近天河地皮的道路并把市政设施及通讯线路接到地皮边缘。

(二)天河地皮的规划要求如下：建筑容积率不得超过2.0；允许建筑高度为30米；绿化率不得少于35%；建筑覆盖率不得超过30%；围墙或栅栏的高度从围墙外侧计算不得超过3米。美方的设计方案须获得地方当局的审核批准。

三、美方同意为取得上述地皮的使用权而向中方支付13,500,000美元，并按照本谅解备忘录第四条第三款规定的方式付款。

第四条 双方必须遵守的条件

一、双方同意在签署本谅解备忘录之日起九十天内，在获得必要政府授权的情况下，同时签署北京地皮协议、ICC地皮协议和天河地皮协议。

二、双方同意，在对等的基础上，任何一方有权选择本

国的设计师和承包商承担各自大使馆和总领馆的设计和建造，每一方均须对新馆舍建造或办公楼、(大使、总领事)官邸和住宅的改造给予另一方免税或退税待遇。这包括承包商及分包商作为采办代理代表一方为这类项目所进行的采购享受的免税或退税待遇。双方须在签署上述三个地皮协议之前通过外交换文确定免税的具体条款。

为此，双方同意在签署地皮协议之日起三十天内开始《建筑施工条件协议》的谈判。双方同意将共同致力于在签署地皮协议后的三个月内达成和签署《建筑施工条件协议》。

双方同意在签署《建筑施工条件协议》之前，任何一方无需向对方支付地皮款，亦不转移使用权，但双方均可在即将取得的地皮上进行地皮测绘、土工勘探等工程前期工作。这些工作不得对目前居住在该地皮上的居民的正常生活造成不便。

双方理解并同意他们在根据本谅解备忘录开始施工、在为ICC地皮和北京地皮支付费用前必须签署《建筑施工条件协议》。在签署ICC地皮协议、北京地皮协议以及天河地皮协议后的九十天内签署《建筑施工条件》是双方的目标。

三、双方同意，本条第二款所述《建筑施工条件协议》

一经签署，即须按下列方式向对方支付地皮款：

(一)为全面履行美方根据北京地皮协议的付款义务，美方须以下列分期付款方式支付16,000,000美元的款项：美方须在《建筑施工条件协议》签字之日向中方支付6,400,000美元，此后总数为7,200,000美元的款项须以每六十天1,440,000美元的数目分五次向中方支付，其余2,400,000美元须在接收北京地皮之日付清。自地皮移交之日起，美方须取得北京地皮的使用权。

如果北京地皮的确切面积经测量超出40,000平方米，美方须按每平方米800美元的价格为超出的部分付款，并连同最后一笔款项一并支付。

(二)为全面履行中方根据ICC地皮协议的付款义务，中方须以下列分期付款方式支付1,986,464美元的款项：中方在《建筑施工条件协议》签字之日须向美方支付794,585.60美元，此后总数为893,908.80美元的款项将以每六十天178,781.76美元的数目分五次向美方支付，其余297,969.60美元须在接收ICC地皮之日付清。自地皮移交之日起，中方须取得ICC地皮的使用权。

(三)为全面履行美方根据天河地皮协议的付款义务，美方须在签署天河地皮协议之日向中方一次性付清13,500,000美元，并须取得天河地皮的使用权。

四、每一方均同意北京地皮和ICC地皮须在各自的地皮首付款支付之日起十二个月内同时移交对方。

五、双方同意北京地皮、ICC地皮和天河地皮的使用期限为七十年，使用一方如需延长使用期限，应在期满前至少一年通知对方，使用期限须顺延七十年。第二个七十年期满时如使用方需要延长，应在期满前至少一年通知对方，则须再延期一次，但总的使用期限不得超过一九九一年《美利坚合众国政府与中华人民共和国政府关于相互提供房地产供两国使用的协定》所规定的一百八十年的最长期限。

六、每一方均同意在签署本谅解备忘录后的九十天内，研究对方提供的ICC地皮、北京地皮和天河地皮的规划条件，并在获得必要的政府授权的情况下签署地皮协议。双方同意在签署本谅解备忘录以及各地皮协议后，中方须为美国设计小组及中国规划当局安排旨在解决拟建使馆馆舍方面可能出现的建筑配置、建筑退进线以及有关设计问题的会面沟通提供便利。双方还同意，签署本谅解备忘录以及各地皮协议后，美方须为中国设计小组及美国规划当局安排旨在解决拟建使馆馆舍方面可能出现的建筑配置、建筑退进线以及有关设计问题的会面沟通提供便利。

七、双方须诚实履行本谅解备忘录的各项条款，如发

生任何不可预见情况，双方须以合作态度予以解决。如因执行或解释本谅解备忘录产生争议，双方须互相协商寻找共同满意的解决办法。

八、本谅解备忘录中的任何条款如与一九九一年《美利坚合众国政府与中华人民共和国政府关于相互提供房地产供两国使用的协定》相冲突，以本谅解备忘录为准。除出现上述情况外，一九九一年协定的其余内容仍继续保持有效。本谅解备忘录不得影响任何一方在驻在国已经获得的任何财产的权利。

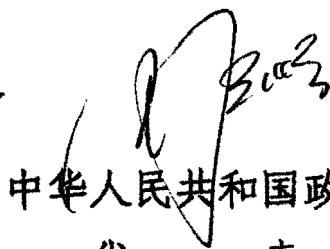
本谅解备忘录自签字之日起生效。

本谅解备忘录于一九九一年十一月一日在北京签订，一式两份，每份都用英文和中文写成，两种文本同等作准。



美利坚合众国政府

代 表



中华人民共和国政府

代 表